

# Attachment C

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G 05567

REEL 545 PAGE 539

RECORDED AT REQUEST OF

*William H. Stoffers*

FEB 29 12 51 PM '68

LAND CONSERVATION AGREEMENT

OFFICE OF RECORDER  
COUNTY OF MONTEREY  
SALINAS, CALIFORNIA

NO FEE

THIS AGREEMENT made and entered into this 28<sup>th</sup> day of February, 1968, by and between the COUNTY OF MONTEREY, a political subdivision of the State of California, hereinafter called "County", and Gruthy S. Dedini  
Eleta R. Dedini  
hereinafter called "Owner".

WITNESSETH:

WHEREAS, Owner possesses certain real property located within the County of Monterey, State of California, which is presently devoted to the production of food and fibre and is described in Exhibit A attached hereto and made a part hereof; and

WHEREAS, the property is located in an agricultural preserve (No. 18) heretofore established by County by Resolution No. 68-56-18; and

WHEREAS, both Owner and County desire to limit the use of the property to agricultural and compatible uses; and

NOW, THEREFORE, County and Owner agree as follows:

1. AGREEMENT SUBJECT TO CALIFORNIA LAND CONSERVATION ACT OF 1965

This agreement is entered into pursuant to Chapter 7 (commencing with Section 51200) of Part 1, Division 1, Title 5 of the Government Code, which is known as the California Land Conservation Act of 1965. This agreement is subject to all of the provisions of this Act including any amendments thereto which may be enacted from time to time which are specifically applicable to agreements under Article 3.5 of Chapter 7.

G 05567

CERTIFICATE OF ACCEPTANCE AND CONSENT TO RECORDATION

(A. P. No. 18)

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This is to certify that the interest in real property conveyed by the attached Agreement dated February 28, 1968, between

*Dadini et ux*

and the County of Monterey is hereby accepted by order of the Board of Supervisors of the County of Monterey on February 27, 1968, and the County consents to recordation thereof by its duly authorized officer.

Dated: February 29, 1968.

County of Monterey

By *W. J. Stokes*  
County Counsel

RECORDED

4. RESTRICTION ON USE OF PROPERTY

During the term of this agreement, and any and all renewals thereof, the property described in Exhibit A shall not be used by Owner, or Owner's successors in interest, for any purpose other than the production of food and fibre for commercial purposes and uses compatible thereto. A list of all such compatible uses is set forth in Exhibit B, attached hereto and by this reference incorporated herein. County, by uniform rule adopted by the Board of Supervisors of County, may from time to time during the term of this agreement and all renewals thereof, add to the list of compatible uses which shall be uniform throughout the agricultural preserve in which the property in Exhibit A is located; provided, however, County may not during the term of this agreement or any renewal thereof, without the prior written consent of Owner, remove any of the compatible uses for the subject property which are set forth in Exhibit B. The provisions of this agreement and any uniform rule supplementing the list of compatible uses are not intended to limit or supersede the planning and zoning powers of County.

3. TERM OF AGREEMENT

This agreement shall become effective on the 29th day of February, 1968, and shall remain in full force and effect for an initial term of ten years. The initial term of ten years shall be measured commencing as of the first day of January next succeeding the date of execution. Each succeeding first day of January shall be deemed to be the annual renewal date of this agreement. This agreement shall be automatically renewed on each succeeding January 1 and one additional year shall be added automatically to the initial term unless notice of nonrenewal is given as provided in paragraph 4.

4. NOTICE OF NONRENEWAL

(a) If either party desires in any year not to renew this

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agreement, that party shall serve written notice of nonrenewal upon the other party in advance of the annual renewal date of this agreement. Unless such written notice of nonrenewal is served by Owner at least 90 days prior to the renewal date, or by County at least 60 days prior to the renewal date, this agreement shall be considered renewed as provided in paragraph 3 above.

(b) If either party serves written notice of nonrenewal in any year within the time limits of (a) above, this agreement shall remain in effect for the balance of the period remaining since the original execution or the last renewal of this agreement, as the case may be.

5. NO COMPENSATION

Owner shall not receive any payment from County in consideration of the obligations imposed under this agreement, it being recognized and agreed that the consideration for the execution of this agreement is the substantial benefit to be derived therefrom, and the advantage that may accrue to Owner as a result of the effect upon the assessed value of the property on account of the restrictions on the use of the property contained herein.

6. SUCCESSORS IN INTEREST

This agreement and the restrictions imposed hereunder shall run with the property described in Exhibit A and shall be binding upon the heirs, executors, administrators, trustees, successors and assigns of Owner. This agreement shall also be transferred from County to any succeeding city or county acquiring jurisdiction over the property described in Exhibit A. On the completion of annexation proceedings by a city, that city shall succeed to all rights, duties and powers of the County under this agreement for that portion of the property described in Exhibit A annexed to the city. The territory described in Exhibit A is not within one mile of an incorporated city in the County of Monterey on the date of execution of this agreement.

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7. DIVISION OF LAND

This agreement is divisible in the event the property described in Exhibit A is divided. Owner agrees to submit a proposed division to County for its approval, and County shall, as a condition of its approval of the division, require the execution by Owner of an agreement identical to this agreement on each parcel created by the division. Owner agrees to execute such agreement.

8. CONDEMNATION.

When any action in eminent domain for the condemnation of the fee title of any land described in Exhibit A is filed or when such land is acquired in lieu of eminent domain for a public improvement by a public agency or person, or whenever there is any such action or acquisition by the federal government, or any person, instrumentality or agency acting under authority or power of the federal government, this agreement becomes null and void as to the land actually being condemned or so acquired as of the date the action is filed or so acquired.

9. CANCELLATION

This agreement may be canceled by the mutual agreement of the parties hereto and the approval of the State of California in the manner provided in this paragraph. It is understood by the parties hereto that the existence of an opportunity for another use of the property shall not be sufficient reason for the cancellation of this agreement. A potential alternative use of the property may be considered only if there is no proximate nonrestricted land suitable for the use to which it is proposed that this property be put. The parties further understand that the uneconomic character of an existing agricultural use shall not be sufficient reason for cancellation of this agreement, but may be considered only if there is no other reasonable or comparable agricultural use to which the land may be put.

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(a) Upon the written request of Owner to cancel this agreement, the Board of Supervisors of the County of Monterey may adopt a resolution consenting to such request. Prior to the adoption of a resolution consenting to the request of the landowner to cancel this agreement, the Board of Supervisors of County shall hold a public hearing on the matter. Notice of the hearing shall be mailed to each and every owner of property under agreement within the agricultural preserve in which the property described in Exhibit A is located, and shall be published pursuant to Section 6061 of the Government Code. If at the hearing, or prior thereto, the owners of 51 percent of the acreage under agreement in the agricultural preserve protest the cancellation of this agreement, the Board of Supervisors shall not consent to cancel this agreement.

(b) If the Board of Supervisors adopts a resolution consenting to the request of Owner to cancel this agreement, the parties shall request that the cancellation be approved by the State Director of Agriculture upon the recommendation of the State Board of Agriculture. The State Board of Agriculture may recommend and the State Director of Agriculture may approve the cancellation only if they find: (1) The cancellation is not inconsistent with the purposes of the California Land Conservation Act of 1965; and (2) the cancellation is in the public interest.

(c) The provisions of subparagraph (b) of this paragraph 9 relating to the State Board of Agriculture and the Director of Agriculture shall be applicable only if both the State Board and the State Director consent to act as described herein. If either the State Board or the State Director fail or refuse to act within 60 days after being requested to do so, the Board of Supervisors of the County of Monterey shall act

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in the place and stead of the State Board and State Director and shall make all findings and decisions required by subparagraph (b).

10. LIABILITY OF OWNER UPON CANCELLATION

(a) Upon cancellation of this agreement, and as soon thereafter as the property to which it relates is reassessed by Assessor, Owner shall pay to the County Treasurer, as deferred taxes, an amount equal to 50 percent of the new equalized assessed valuation of the property; provided, however, if after the date this agreement was initially entered into the publicly announced County ratio of assessed to full cash value is changed, the percentage payment shall be changed so no greater percent of full cash value will be paid than would have been paid had there been no change in ratio. It is agreed by the parties hereto that the publicly announced County ratio at the time this agreement is executed is 25 percent of full cash value.

(b) If the State Board of Agriculture recommends that it is in the public interest to do so, and the State Director of Agriculture so finds, the Director may waive any such payment or any portion thereof, or may make such payment or portion thereof, contingent upon the future use made of the property and its economic return to Owner for a period of time not to exceed the unexpired term of the agreement had it not been canceled, provided: (i) the cancellation is caused by a nonvoluntary transfer or change in the use which may be made of the property and the property is not immediately suitable, nor will be immediately used, for a purpose which produces a greater economic return to Owner; and (ii) County has recommended to the State Board of Agriculture that no such payment be required or that the deferment of such payment or portion thereof be allowed, and the board has determined it is in the best interests of the public conservation of agricultural land and that such payment be either

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deferred or not required.

(c) The provisions of subparagraph (b) of this paragraph 10 relating to the State Board of Agriculture and the Director of Agriculture shall be applicable only if the State Board and the State Director both consent to act as described herein. If either the State Board or the State Director fail or refuse to act within 60 days after being requested to do so, the Board of Supervisors of the County of Monterey shall act in the place and stead of the State Board and the State Director and shall make all findings and decisions required by subparagraph (b).

11. NOTICES

All notices required or permitted by this agreement shall be given in writing and may be mailed or delivered in person. If mailed the address of Owner shall be the last known address on the assessment records of County, and County's address shall be In Care Of Board of Supervisors, Courthouse, Salinas, California, and deposit in the mail, postage prepaid, shall be deemed receipt thereof.

12. COSTS OF LITIGATION

In case County shall, without any fault on its part, be made a party to any litigation commenced by or against Owner, then Owner shall and will pay all costs and reasonable attorneys' fees incurred by or imposed upon County by or in connection with such litigation; and Owner shall and will pay all costs and reasonable attorneys' fees which may be incurred or paid by County in enforcing the covenants and agreements of this agreement.

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IN WITNESS WHEREOF the parties hereto have caused this agreement to be executed: by Owner on February 28, 1968 and by County on 2-28-68.

COUNTY OF MONTEREY

By R. C. Wood  
Chairman, Board of Supervisors

ATTEST:

EMMET G. McMENAMIN  
Emmet G. McMENAMIN  
Clerk of said County

Graciela D. Dardini  
Olga R. Dardini

Owner

STATE OF CALIFORNIA )  
COUNTY OF MONTEREY ) ss.

On this 28 day of Feb, 1968, before me, EMMET G. McMENAMIN, County Clerk of the County of Monterey and ex-officio Clerk of the Board of Supervisors and of the Superior Court, in and for said County and State, personally appeared R. C. Wood, known to me to be the Chairman of said Board of Supervisors of the County of Monterey, and known to me to be the person who executed the within instrument on behalf of said political subdivision, and acknowledged to me that such County of Monterey executed the same.

EMMET G. McMENAMIN, County Clerk  
and ex-officio Clerk of the Board  
of Supervisors of Monterey County,  
State of California

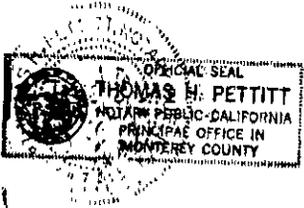
By Emmet G. McMENAMIN  
Deputy

STATE OF CALIFORNIA,  
COUNTY OF MONTEREY, } ss.

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On this 28 day of February, in the year One Thousand Nine Hundred and sixty eight  
before me, Thomas H. Pettitt Notary Public, in and for the County of Monterey, State of

California, residing therein, duly commissioned and sworn, personally appeared.....  
Annaly L. Radoni and Aleta R. Radoni



known to me to be the person whose name is subscribed to the within  
instrument, and acknowledged to me that he executed the same.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my Official  
Seal at my office, in the said County of Monterey, State of California, the day and  
year in this certificate first above written.

Thomas H. Pettitt  
Notary Public in and for the County of Monterey, State of California  
THOMAS H. PETTITT  
My commission expires My Commission Expires Oct 20, 1968

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Situate in the County of Monterey, State of California, particularly described as follows, to-wit:

ALL of Section 7; and  
The Northeast quarter (NE $\frac{1}{4}$ ); Northwest quarter (NW $\frac{1}{4}$ ) and the Southwest quarter (SW $\frac{1}{4}$ ) of Section 8, in TOWNSHIP 20 SOUTH, RANGE 9 EAST, MOUNT DIABLO BASE AND MERIDIAN,  
CONTAINING 1115.40 acres of land according to the United States Government Survey, thereof.

All that part of the Northeast quarter (NE $\frac{1}{4}$ ); Northwest quarter (NW $\frac{1}{4}$ ) and Southwest quarter (SW $\frac{1}{4}$ ) of Section 18, in TOWNSHIP 20 SOUTH, RANGE 9 EAST, MOUNT DIABLO BASE AND MERIDIAN, lying North and West of the Wild Horse Canyon Road, described as follows, to-wit:

BEGINNING at a point in the Westerly line of the Southwest quarter (SW $\frac{1}{4}$ ) of said Section 18, on the range line between Township 20 South, Range 8 East, Mount Diablo Base and Meridian and Township 20 South, Range 9 East, Mount Diablo Base and Meridian, said point of beginning being in the centerline of the present traveled road leading up Wild Horse Canyon, at the junction with the Freeman County Road leading to Long Valley, from said point of beginning, the common corner of Sections 13 and 24 of Township 20 South, Range 8 East, Mount Diablo Base and Meridian, and Sections 18 and 19 of Township 20 South, Range 9 East, Mount Diablo Base and Meridian, bears along said range line South 0° 15' East, 1752 feet distant; thence leave said range line and following the centerline of said present traveled road leading up Wild Horse Canyon with the following twenty-five (25) courses and distances:

- (1) South 80° 35' East, 263 feet; thence
- (2) North 73° 15' East, 145 feet; thence
- (3) North 38° 30' East, 135 feet; thence
- (4) North 13° 30' East, 357 feet; thence
- (5) North 53° 55' East, 174 feet; thence
- (6) North 79° 50' East, 117 feet; thence
- (7) North 89° 30' East, 235 feet; thence
- (8) North 68° 30' East, 159 feet; thence
- (9) North 58° 30' East, 324 feet; thence
- (10) North 71° 30' East, 126 feet; thence
- (11) North 86° 25' East, 258 feet; thence
- (12) North 72° 10' East, 227 feet; thence
- (13) North 62° 50' East, 155 feet; thence
- (14) North 47° 45' East, 426 feet; thence
- (15) North 47° 30' East, 398 feet; thence
- (16) North 51° 10' East, 345 feet; thence
- (17) North 55° East, 307 feet; thence
- (18) North 45° 10' East, 346 feet; thence
- (19) North 44° 30' East, 508 feet; thence
- (20) North 34° East, 426 feet; thence
- (21) North 42° 50' East, 260 feet; thence
- (22) North 59° 20' East, 439 feet; thence
- (23) North 67° East, 233 feet; thence
- (24) North 86° 10' East, 75 feet; thence
- (25) South 85° 25' East, 268 feet to a point, at the intersection of the centerline of said Wild Horse Canyon Road with the northerly prolongation of the fence to the South and on line between Sections 17 and 18 of Township 20 South, Range 9 East, Mount Diablo Base and Meridian,

(CONTINUED)

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Description Cont'd.

and from which point, a post standing at a fence corner on the Southerly side of said Wild Horse Canyon Road marked "25" bears South 0° 40' West, 18 feet distant and the locus of the common corner to Sections 7, 8, 17 and 18 of Township 20 South, Range 9 East, Mount Diablo Base and Meridian, bears North 0° 40' East, 40 feet distant.  
CONTAINING 225.1 acres of land.

EXCEPTING about 3.5 acres of land lying at the Southeast corner of the Southwest quarter (SW $\frac{1}{4}$ ) of the above mentioned Section 8 in Township 20 South, Range 9 East, Mount Diablo Base and Meridian, as said parcel of land was conveyed by the Salinas City Bank, to A. J. Copley, Jr., by Deed dated August 2, 1907 and recorded in Volume 98 of Deeds at Page 60, Records of Monterey County, California, leaving a total area of 1337.0 acres of land.

ALSO EXCEPTING THEREFROM all coal, lignite, coal oil, petroleum, raptha, asphaltum, brea, bitumen, natural gas and all other hydrocarbon substances, as reserved in the Deed from Mays Land and Cattle Company, to S. Dedini, dated July 10, 1912 and recorded July 11, 1912 in Volume 125 of Deeds at Page 208, Monterey County Records.

EXHIBIT B

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LAND CONSERVATION AGREEMENT

COMPATIBLE USES

The following is a list of land uses determined to be compatible with the agricultural use of the land subject to this agreement:

1. The drying, packing or other processing of an agricultural commodity usually performed on the premises where it is produced but not including slaughter houses, fertilizer yards, bone yards or plants for the reduction of animal or vegetable matter.

2. Structures necessary and incidental to the agricultural use of the land.

3. Single family dwellings incidental to the agricultural use of the land for the residence of the owner, and the family of the owner.

Single family dwellings incidental to the agricultural use of the land for the residence of the lessee of the land and the family of the lessee.

4. Dwellings for persons employed by owner or lessee in the agricultural use of the land.

5. An aircraft landing strip incidental to the agricultural use of the land.

6. The erection, construction, alteration or maintenance of gas, electric, water or communication utility facilities.

7. The erection, construction, alteration or maintenance of radio, television or microwave antennas, transmitters and related facilities.

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8. Public or private hunting of wildlife or fishing.
9. Public or private hunting clubs and accessory structures.
10. Public or private rifle and pistol practice range, trap or skeet field, archery range or other similar use.
11. Public or private riding or hiking trails.

END OF DOCUMENT